of any element of the date is fatal. *In re Carpenter's Estate*, 172 Cal. 268, 156 Pac. 464; *In re Vance's Estate*, 174 Cal. 122, 162 Pac. 103; *In re Noyes' Estate*, 40 Mont. 190, 105 Pac. 1017. If the paper is properly dated it is presumed that the entire paper was written at one time. *La Grave* v. *Merle*, 5 La. Ann. 278. Arkansas and Tennessee require that the handwriting of the testator be proved by three disinterested witnesses in the case of realty and two such witnesses in the case of personalty. *Ex parte Hoerner*, 27 Ark. 443. See 1917 SHANNON'S CODE OF TENN., § 3896. The usual provision as to the custody of a holographic will is that it must be found among the valuable papers or effects of the testator or lodged in the hands of any person for safe-keeping. The beneficiary is a proper person. *Alston* v. *Davis*, 118 N. C. 202, 24 S. E. 15. While it would be desirable not to allow holographic wills, or, if they are sanctioned, to have strict requirements rigidly enforced, the instant decision is correct under the California statute.

WILLS — PROBATE — DOCUMENTS AND STATEMENTS ENTITLED TO PROBATE. — A soldier *in expeditione* indicated, in a letter to his wife, certain desired changes in his will, and requested that his solicitor be notified to alter it accordingly. The soldier died before such alteration was made. The letter was offered as a testamentary document. *Held*, *obiter*, that it should be received. *Godman* v. *Godman*, [1919] 2 P. 229, 233.

The authorities are divided as to the legal effect of such expressions indicating the decedent's desires as to the *post-mortem* disposition of his property. Testamentary character has been ascribed to them when the deceased had no opportunity to execute the contemplated will or codicil. *Gattward* v. *Knee*, [1902] P. 99; *McBride* v. *McBride*, 26 Gratt. (Va.) 476, 482. Such expressions, though unaccompanied by an intent that they should themselves operate in a testamentary capacity, have been admitted to probate. *Toebbe* v. *Williams*, 80 Ky. 661; *Alston* v. *Davis*, 118 N. C. 202, 24 S. E. 15; *Mulligan* v. *Leonard*, 46 Iowa, 692. But other courts require that the statement indicate, on its face, an intent to make it a testamentary one. *Waller* v. *Waller*, 1 Gratt. (Va.) 454. Similarly, a death-bed utterance was considered inadmissible, as a nuncupative will, since the deceased was unaware that the law ascribed a testamentary character to it. See *Campbell* v. *Campbell*, 21 Mich. 438, 444. Probate has also been refused to memoranda of intended testamentary dispositions, despite full compliance with the formal requisites of a will. *Hocker* v. *Hocker*, 4 Gratt. (Va.) 277; *Popple* v. *Cunison*, 1 Add. Eccl. 377. But see *contra*, *Haberfield* v. *Browning*, 4 Ves. Jr. 200, note; *Scott's Estate*, 29 W. N. C. (Pa.) 176; *Barwick* v. *Mullings*, 2 Hagg. Eccl. 225. But the true test seems to be neither the legal knowledge of the deceased nor the technical wording of his statement, but the one formulated in the principal case: whether, assuming the necessary formalities to have been observed, his statement was a deliberately expressed desire as to the disposition of his property to be made after his death. Authority, as well as principle, supports the adoption of this test. *Bartholomew* v. *Henley*, 3 Phillim. Eccl. 317; *Barney* v. *Hayes*, 11 Mont. 571, 29 Pac. 282; *Dalrymple* v. *Campbell*, [1919] P. 7.

WILLS — REVOCATION — DEPENDENT RELATIVE REVOCATION BY WRITTEN INSTRUMENT. — The testator made a valid will. Later he obtained a printed form on which these words among others appeared: "I hereby revoke all wills by me at any time heretofore made." This blank form was duly executed, and afterwards various devises and bequests were written in by the testator, but the complete instrument was never executed. *Held*, that the revoking clause is inoperative. *In Goods of Irvine*, 53 Ir. L. T. R. 143.

An act of revocation, such as tearing or canceling, will not be given effect where the intent to revoke was dependent upon some later event which never

happened, as, for example, the valid execution of a new will. *Dixon* v. *Solicitor to the Treasury*, [1905] P. 42; *Strong's Appeal*, 79 Conn. 123, 63 Atl. 1089. The courts treat revocations by duly executed written instruments in the same manner. *Rudy* v. *Ulrich*, 69 Pa. St. 177; *Security Co.* v. *Snow*, 70 Conn. 288, 39 Atl. 153. Unless the condition is expressed in the writing this would seem contrary to the parol evidence rule. See *Sewell* v. *Slingluff*, 57 Md. 537, 549. If, however, in these cases we regard the courts as setting aside a legally binding revocation upon the equitable ground of mistake, this objection is removed, but we meet the difficulty that the mistake is usually one of law, and often, as in the principal case, a mistake as to the future, not as to existing facts. The American authorities, while treating such written revocations as conditional, lay down the rule that, if the condition fail because of something "*dehors* the will," the revocation is binding. *In re Melville's Estate*, 245 Pa. St. 318, 91 Atl. 679; *Blakeman* v. *Sears*, 74 Conn. 516, 51 Atl. 517. But in the principal case we find the condition fails because of faulty execution — something within the will so far as anything can be — and so the revocation would be ineffective. The principal case may be supported upon the further ground that the evidence may not have shown that the testator when he signed had the necessary *animus revocandi*. See *Estate of Meyer*, [1908] P. 353; *Fleming* v. *Morrison*, 187 Mass. 120, 72 N. E. 499.

BOOK REVIEWS

JUSTICE AND THE POOR. A Study of the Present Denial of Justice to the Poor and of the Agencies Making More Equal their Position before the Law, with Particular Reference to Legal Aid Work in the United States. By Reginald Heber Smith of the Boston Bar. Published for the Carnegie Foundation for the Advancement of Teaching. New York: Charles Scribner's Sons. 1919. pp. xiv. 271.

In this admirable study of the administration of justice as it affects the poor in the American city of to-day we have an example of the change which has taken place in legal thought in the present generation. Not long ago judges were telling us that an act requiring employees to be paid in cash and not in orders on a company store placed the laborer "under guardianship," were asking "what right has the legislature to *assume* that one class has the need of protection against another," [1] and were asserting that "*theoretically* there is among our citizens no inferior class." [2] To-day we are not satisfied with abstract conceptions divorced from actual life, but seek to know the concrete situation and the actual effect of legal rules and of the judicial administration of justice thereon. Where a generation ago we were content to consider only the abstract justice of the abstract rule, to-day we insist on looking at law functionally. The question is what it does and how it does it, and abstract justice of the content is no longer held to justify concrete injustice in application. Lawyers more than others still cling to the nineteenth-century faith in the abstract justice of an abstract universal rule as something valuable in itself, be the results what they may. Hence it is significant of a happy change in the professional attitude that lawyers have given us the two concrete studies which must be consulted above everything else by

[1] State *v.* Haun, 61 Kan. 146, 161. [2] People *v.* Frorer, 141 Ill. 171, 186–187.